

Newark Circuit Court

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

Civil Action No. _____

Title of Action: **UCC 3-501** requires a lender to "exhibit the note" when the lender makes demand for payment, and the borrower demands to see the note. Technically a demand for payment occurs every month, and it also occurs when a bank begins foreclosure proceeding/FRAUD

Kendra Brown

Pla.

Vs.

U.S.BANK ASSOCIATION

PARTIES

Kendra Brown P.O. Box 5878, New Brunswick, NJ 08903

Laura Bryant

Attorney for Bank Fein,Such,Kahn,Shepard, P.C. 7 Century Drive, Suite 201
Parsippany, NJ 07054.

JURIDICTION

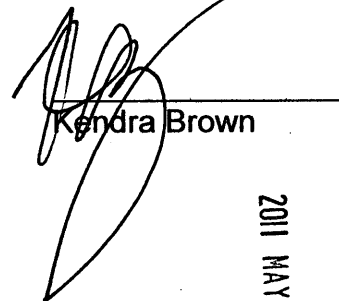
Violated of my rights as a U.S. Citizen. FRAUD AND UCC 3-501 and 14th Amendment rights.

CAUSE OF ACTION

Illegally foreclosed and sold property.

DEMAN

I want the court to rule in my favor and sue for \$500,000.00 for each defendant listed and collect the amount requested.



Kendra Brown

U.S. DISTRICT COURT
2011 MAY 25 A 10:03

Kendra Brown
P.O. Box 5878
New Brunswick, NJ 08903

Newark Circuit Court

Kendra Brown,)	Case No.:
)	
Plaintiff,)	Fraud Wrongful Foreclosure/wrongful Notice
)	of Lis Pendens/Vacate Default Judgment
vs.)	fraud action
)	
FEIN, SUCH, KAHN, SHEPARD, P.C/U.S. NATIONAL)	
)	
ASSOCIATION/SERVICER OCWEN)	
)	
Defendant)	

U.S. Bank National Association did not have the legal right to foreclose on 178 Hale Street, New Brunswick, NJ Unit 19 08901. U.S. Bank is a securitization company, whom has a pool of mortgages but do not own the loans. Plaintiff is unclear where the amount of \$190,000.00 comes from as per the U.S. Bank National Association, The Notary whom was female came to the house on two separate occasions, said it was a problem with the signature. The Plaintiff needed to sign as Kendra D. Brown instead of Kendra Brown, so all documents needed to be re-signed using the Kendra D. Brown, the initial for the Plaintiff's middle name because it is a contract.

Plaintiff Kendra Brown does not owe \$190,000.00 for said property, and but in fact the amount should be significantly lower. Plaintiff is having a hard time obtaining these ORIGINAL closing documents and promissory note, the only documents the Defendant has submitted are copies that were done by "RoBo-Signers" whom forged documents into someone else's name see....

. U.S. Bank not the rightful owner they have committed fraud by filing, for foreclosure and now the Plaintiff has a Default Judgment when the "Securitization firm" whom has no right to do so.... see..."A party lacks standing to invoke the jurisdiction of a court unless he has, in an individual or a representative capacity, some real interest in the subject matter of an action." **Wells Fargo Bank, v. Byrd, 178 Ohio App.3d 285, 2008-Ohio-4603, 897 N.E.2d 722 (2008).**

The Plaintiff Kendra Brown noticed the amount that is issued on her credit report, for said property is incorrect and therefore; have been inquiring why it does not reflect the correct

1 amount owed. (ATTACHED exhibit A1) is a copy of the HUD-1 which reflects a signature of
2 the borrower and signed on May 20, 2005. The problem with the signature the Robo-Signer is
3 the new servicer OCWEN made a grave error on the document that was emailed to the Plaintiff
4 by the servicing company "OCWEN"; which is outsourced in India through email; the Ro-Bo
5 Signer spelled the Plaintiff's name wrong they spelled it "Kendar Brown" instead of Kendra
6 Brown/ or Kendra D. Brown.

7
8 LIEN ON PROPERTY FROM MIDDLESEX COUNTY EMPLOYEES CREDIT UNION

9
10 For \$27,000.53 and considering the U.S. Bank illegally foreclosed on the property but signed and
11 notarized an STATE OF NEW JERSEY AFFIDAVIT OF CONSIDERATION: with the current
12 Sheriff's Deeds stating :NO PRIOR MORTGAGES OR LIENS ARE OUTSTANDING. Which
13 is "false"(ATTACHED B1 B2 EXHIBT) SECTION 2 OF THE AFFIDAVIT STATES AS OF
14 FEBRUARY 3, 2010 \$0.00 AMOUNT DUE.

15
16 The Defendants illegally signed a NOTICE OF LIS PENDENS on said property the Plaintiff
17 learned of this action on May 20, 2011 from the Middlesex County Clerk's Office filed
18 November 17, 2008, on April 29, 2011 the Plaintiff was able to have the Sheriff sale VACATED
19 ONLY.(SEE ATTACHED C1) ORDER FILED MAY 3, 2011 BY JUDGE FRANK M.
20 CIUFFANI. NOTE: The said property is part of the Mt. Laurel Project for Affordable Housing
21 Program.

22
23 U.S. Bank National Association has defrauded the entire court system with unethical tactics; the
24 customer service department located in India emailed the Plaintiff the NOTARIZED
25 ASSIGNMENT OF MORTGAGE IN BLANK which is against the law for any Notary to
26 commit such an act to notarize a statement in the blank and THIRTY-ONE MONTHS later U. S
27 Bank fills in the blank... (ATTACHED C2). The Plaintiff Kendra Brown has a Deed that was
28 made on May 20, 2005 between her and the deceased parent Aldonia Brown for \$1.00.
29 (ATTACHED C3)

30
31 The Plaintiff asked the credit reporting agency to do an investigation of the company Wells
32 Fargo who are the parties who issued the derogatory on the credit report does not have any idea
who U.S. Bank national Association /structured asset securities corporation series 2005 ARI

located at 3476 State Boulevard Fort Mill, SC 29715. In order for the Plaintiff to clear up her credit report U.S. Bank needs to provide proof how they own the loan of said property; considering U.S. Bank did not own 178 Hale Street Unit 19 New Brunswick, NJ 08901 from affordable housing for the State of New Jersey BLOCK 209 LOT 34.01. It should not have been SOLD TO STRUCTURED ASSET SEC 2005-11 as per Sheriff's deed (ATTACHED D1) this action was committed by "FRAUD" see.... **Wells Fargo, Litton Loan v. Farmer, 867 N.Y.S.2d 21 (2008)**. "Wells Fargo does not own the mortgage loan... Therefore, the... matter is dismissed with prejudice." U.S. Bank never sent the Plaintiff any information about changes and the Plaintiff did not have an communication via-main or via-phone nor heard of such an entity until foreclosure See Also..... **Deutsche Bank v. Peabody, 866 N.Y.S.2d 91 (2008)**. EquiFirst, when making the loan, violated Regulation Z of the Federal Truth in Lending Act 15 USC §1601 and the Fair Debt Collections Practices Act 15 USC §1692; "intentionally created fraud in the factum" and withheld from plaintiff... "vital information concerning said debt and all of the matrix involved in making the loan"....see **LaSalle Bank v. Ahearn, 875 N.Y.S.2d 595 (2009)**. Dismissed with prejudice. Lack of standing. **UCC 3-501** requires a lender to "exhibit the note" when the lender makes demand for payment, and the borrower demands to see the note. Technically a demand for payment occurs every month, and it also occurs when a bank begins foreclosure proceedings. **UCC 3-501** also requires a servicer to show authority to make a demand for payment, if it does not own the note, but is merely servicing it. In the event a note holder or servicer or will not exhibit the note or perform other legal requirements when requested to do so by the borrower, this **UCC** section allows the borrower to discontinue payments WITHOUT DISHONOR until such time as the note holder or servicer complies with all laws or contract provisions. **Marshall v. Security State Bank of Hamilton, 121 B.R. 814 (Ill. 1990)** violation of Federal Truth in Lending 15 USCS §1638(a)(9), and Regulation Z. The bank took a security interest in the vehicle without disclosing the security interest.

RELIEF SOUGHT: Therefore, U.S. Bank should be found guilty of fraud and monetary damages of \$500,000.00 or forced to retrieve the stolen property from STRUCTURED ASSET SEC 2005-11; and return to the rightful owner free and clear, who is the Plaintiff Ms. Kendra Brown in which U.S. Bank fraudulent stole from Plaintiff.

Dated this 05/21/2011

Kendra Brown Pro Se